

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF 1		PAGES 1	
2. AMENDMENT/MODIFICATION NO. 01			3. EFFECTIVE DATE 20-Jun-00		4. REQUISITION/PURCHASE NO.		5. PROJECT NO. (IF APPLICABLE)	
6. ISSUED BY: SUPPLY DEPARTMENT NAVSEA Indian Head 101 STRAUSS AVENUE INDIAN HEAD MD 20640-5035 BUYER/SYMBOL: Michael Burch			CODE N00174		7. ADMINISTERED BY (If other than Item 6) CODE			
					See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP CODE)					9A. AMENDMENT OF SOLICITATION NO.			
					X N00174-00-R-0033			
					9B. DATED (SEE ITEM 11)			
					X 5-Jun-00			
CODE					10A. MODIFICATION OF CONTRACT/ORDER NO.			
					10B. DATED (SEE ITEM 13)			
FACILITY CODE								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<input checked="" type="checkbox"/> THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN ITEM 14. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS <input type="checkbox"/> IS EXTENDED <input checked="" type="checkbox"/> IS NOT EXTENDED.								
OFFER'S MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION OR AS AMENDED, BY ONE OF THE FOLLOWING METHODS: (a) BY COMPLETING ITEMS 8 AND 15, AND RETURNING <u>1</u> COPIES OF THE AMENDMENT: (b) BY ACKNOWLEDGING RECEIPT OF THIS AMENDMENT ON EACH COPY OF THE OFFER SUBMITTED; OR (c) BY SEPARATE LETTER OR TELEGRAM WHICH INCLUDES A REFERENCE TO THE SOLICITATION AND AMENDMENT NUMBERS. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. IF BY VIRTUE OF THIS AMENDMENT YOU DESIRE TO CHANGE AN OFFER ALREADY SUBMITTED, SUCH CHANGE MAY BE MADE BY TELEGRAM OR LETTER, PROVIDED EACH TELEGRAM OR LETTER MAKES REFERENCE TO THE SOLICITATION AND THIS AMENDMENT, AND IS RECEIVED PRIOR TO THE OPENING HOUR AND DATE SPECIFIED.								
12. ACCOUNTING AND APPROPRIATION DATA (if required)								
ACR:								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (SUCH AS CHANGES IN PAYING OFFICE, APPROPRIATION DATE, ETC.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D. OTHER (Specify type of modification and authority)								
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return 002 copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).								
Solicitation N00174-00-R-0033 is hereby amended as follows: 1) Add Experience Matrix, Past Performance Matrix and Staffing Matrix, which were referenced in Section L and inadvertently omitted from the solicitation. Attachment #1 is the Experience Matrix, Attachment #2 is the Past Performance Matrix and Attachment #3 is the Staffing Matrix. 2) Include revised LOE clause as attachment #4. 3) Questions and answers are provided for informational purposed only in Attachment #5 4) The closing date remains unchanged.								
EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN ITEM 9A OR 10A, AS HERETOFORE CHANGED, REMAINS UNCHANGED AND IN FULL FORCE AND EFFECT.								
15A. NAME AND TITLE OF SIGNER (Type or print)					16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
					Ruth D. Adams, Contracting Officer			
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)					BY: _____		5-Jun-00	
					(Signature of Contracting Officer)			

EXPERIENCE MATRIX

References	Contract Statement of Work/Specification Work Elements							
	CLIN 1	CLIN 2	CLIN 3	CLIN 4	CLIN 5	CLIN 6	CLIN 7	CLIN 8

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER, FAX NUMBER AND EMAIL ADDRESS. CURRENT POC INFORMATION SHOULD BE PROVIDED TO FACILITATE THE EVALUATION PROCESS.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)
S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

SOURCE SELECTION INFORMATION
SEE FAR 3.104

PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

SOURCE SELECTION INFORMATION
SEE FAR 3.104

STAFFING MATRIX

Name	Labor Category	Degree			Years of Experience	Years of Specialized Experience	Company Currently employed with	Letter of Intent X = yes	Employee Experience Relative to SOW							
		B	M	D					X = yes				Blank = no			
Ex. Jane Doe	Program Manager		X		22	17	JD Inc.				X		X			

This Staffing Matrix shall be accompanied with a Key Personnel Summary that provides examples of specific relevant experience gained by the key person proposed for a specific SOW task area.

SOURCE SELECTION INFORMATION
SEE FAR 3.104

NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **not less than 72,048 nor more than 75,840** total man-hours of direct labor per year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **1,313** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.220) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

Questions on Solicitation N00174-00-R-0033

Question #1. Page 23 of 90; first paragraph. How does a functional area supervisor differ from a Task Manager?

Answer: *A Task Manager is considered a functional area supervisor.*

Question #2. Page 23 of 90; second paragraph. What does key personnel at the project level refer to? Just the PM or all designated key personnel?

Answer: *It refers to ALL designated key personnel.*

Question #3. Page 39 of 90; first paragraph. Refers to resumes submitted with the proposal. This appears to contradict instructions in first paragraph on page 80 of 90. Are resumes required?

Answer: *Resumes are not required. Please disregard the instructions on page 39 and follow the instructions on page 80.*

Question #4. Page 79 of 90; (3) Personnel Resources. Are we to identify by name every key person proposed or all personnel to include the non-key labor categories?

Answer: *Yes, all personnel, key and non-key.*

Question #5. Which labor categories are subject to the Service Contract Act?

Answer: *The Service Contract Act applies to the following categories:*

<i>Labor Category</i>	<i>SCA Equivalent</i>
<i>Admin. Asst. I</i>	<i>Secretary I</i>
<i>Admin. Asst. II</i>	<i>Secretary II</i>
<i>Admin. Asst. III</i>	<i>Secretary III</i>
<i>Logistics Mgmt. Spec.</i>	<i>Secretary V</i>
<i>Driver</i>	<i>Taxi Driver</i>
<i>Librarian</i>	<i>Librarian</i>

Question #6 Page 22 of 90. Paragraph (b) states "The Government will review resumes of Contractor personnel proposed to be assigned....." However, the submission requirements seem to exclude resumes (pages 77-80, General Instructions). Additionally, Page 80 of 90. 1st paragraph, bold text states " The Key Personnel Summary shall NOT...(3) resemble a resume." **Question: Should resumes for key and/or non-key personnel be included in our proposal submittal?**

Answer: *Resumes are not required. The language on page 22 comes from a standard clause, which we cannot change. Please follow the instructions on page 80.*

Question #7 Volume II - Page 78 of 90. Top of page states "Relevant Experience Matrix and Supportive Narrative (not to exceed 15 pages)." Page 79 of 90. Top of page, first paragraph referencing the Supportive Narrative states "This narrative shall not exceed 15 pages in total." **Question: Is the Relevant Experience Matrix included in the 15-page limitation?**

Answer: *No, the Relevant Experience Matrix is not included in the 15-page limitation.*

Question #8 Volume II - Page 78 of 90. Top of page states " Personnel Resource Matrix and Key Personnel Summary (not to exceed 5 pages)." Page 80, first paragraph states "The Key Personnel summary shall not exceed five (5) pages in total and shall provide....." **Question: Is the Personnel Resource Matrix included in the 5-page limitation?**

Answer: *No, the Personnel Resource Matrix is not included in the 5-page limitation.*

Question #9 Page 34 of 90, paragraph (a) states "The total level of effort for the performance of this contract shall be **not less than 68,000 nor more than 69,000**. However, page 36 of 90, paragraph (j), the labor category total estimated man-hours for the base and four options years exceeds 69,000. The total is 72,048 based on 1960 man-hours per year. **Question: Should we disregard the not to exceed totals stated on page 34 of 90? Please clarify.**

Answer: *Please see the attachment (4) for the revised Level of Effort Clause.*

Question #10 Specific font type and size to be used for the proposal submittal was not included. As it appears you did with the RFP, we will use Times New Roman and size 10 unless directed otherwise.

Answer: *We prefer Times New Roman size 10.*

Question #15 Who is the incumbent?

Answer: *Advanced Resource Technology, Inc. (ARTI) is the incumbent under the current contract. This is a first-time buy for NAVSEA Indian Head*

Question #16 What is the current weekly hours for uncompensated overtime?

Answer: *We are not aware of what this amount is for the current contract.*

Question #18 How many hours are in a standard many-year?

Answer: *2080.*

Question #19 On 1.2.9 page 8, the contract period states 60 months, with a provision for up to five additional performance periods, does this mean a total of 10 years?

Answer: *The contract period is 12 months (1 year). There are provisions for up four, (not five) additional performance periods (option years) for a total contract period of performance of up to 5 years (60 months).*

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

<u>Labor Category</u>	<u>Total Est. Man-hours for the base and four options</u>
Program Manager	18,960
Task Manager	47,400
System Administrator	9,480
Tech. Information Spec.	28,440
Admin. Asst. III	75,840
Admin. Asst. II	47,400
Admin. Asst. I	28,440
Electronic Media Spec. II	18,960
Electronic Media Spec. I	37,920
Driver	9,480
Librarian	9,480
Log Mgmt Spec.	18,960
Senior Telecom Mgr.	9,480